[Mr. S. Chattanatha Karayalar.]

(*b*) whether the result of the experiments has been found to be satisfactory ; and

(*c*) whether any steps are being taken to establish a Paper Factory?

MR. C. KUMARA DAS (*Industrial Chemist in charge*) (*a*): & (*b*) Yes.

(*c*) The question is under consideration.

Collection of 'Shanks" from the Sea.

350. ***MR. K. MAHOMED** (*Alwaye*): Will the Government be pleased to state:

(*a*) the year when contract was given for the collection of "Shanks" from the sea ;

(*b*) the name of the person to whom it was given ;

(*c*) the period for which it was given ;

(*d*) whether any agreement had been entered into by them with the contractor ;

(*e*) if so, the principal conditions of the agreement ;

(*f*) whether they will be pleased to lay on the table a copy of that agreement ;

(*g*) whether they will lay on the table the year-war statement showing the income derived by them in the form of Royalty from the contractor ;

(*h*) the amount of Royalty stipulated to be paid to them by the contractor as per agreement ;

(*i*) whether any reduction was made in the rate of Royalty ; and

(*j*) if so, when it was reduced and the reduced rate ?

MR. T. C. THOMMEN (*Secretary to Government*) : (*a*) 1094 M. E.

(*b*) Mr. L. A. Netto of Valiathurai, Trivandrum.

(*c*) 20 years.

(*d*) Yes.

(*e*) The principal conditions of the agreement are (i) that the lessee should purchase and set up the plant suggested by the Director of Industries and start button making within one year of the date of the agreement ; (ii) that the lessee should popularise button-making as a cottage industry by training six men selected and sent to his button factory for the purpose every year for the period of his lease by the Director of Industries and pay them each a stipend of Rs. (3) three per mensem, (iii) that the lessee should exploit the shank shell fisheries to the satisfaction of the Director of Agriculture and Fisheries, and (iv) that the lessee should pay to Government a uniform royalty of 10 per cent. of the market value, *viz.*, Rs. (25) twenty five per thousand shank shells collected by the lessee whether they are to be exported or are to be used by the lessee locally.

(*f*) A copy of the agreement is laid on the table.

(*g*) A † statement furnishing the required information is appended.

**Vide* Appendix VII.

†*Vide* Appendix VIII.

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(*h*) The Royalty stipulated in the agreement executed by the lessee is Rs. (25) twenty five per thousand shanks.

(*i*) No reduction was effected in the rate of royalty which has been specified in the agreement.

(*j*) In view of the answer given to part (*i*) this question does not arise.

Appointments on Rs. 20 and above.

351. ✻MR. G. NILAKANTAN (*Nominated*): Will the Government be pleased to lay on the table a statement showing the number of Nairs, Brahmins, Ezhavas, Christians, Mahomedans and Kammalas appointed on a salary of Rs. 20 and above during the past two years?

RAO SAHIB DR. N. KUNJAN PILLAI (*Chief Secretary to Government*): Government do not propose to collect the information as they consider that the time and labour involved are out of all proportion to its possible utility.

Trivandrum-Alleppey Anchal Mail.

352. ✻MR. EDAVANATT S. PADMANABHA MENON (*Shertala I*): Will the Government be pleased to state:

(*a*) how the Anchal Mail is carried to Alleppey from Trivandrum;

(*b*) when the last clearance is in Trivandrum for the above-said Anchal Mail;

(*c*) when the Anchal Mail arrives at Alleppey; and

(*d*) when delivery of letters etc., commences?

MR. T. C. THOMMEN (*Secretary to Government*): (*a*) In Train from Trivandrum to Quilon and thence to Alleppey in bus.

(*b*) 7 P. M.

(*c*) 9-11 A. M.

(*d*) 10-30 A. M.

The Alleppey Anchal Office.

353. ✻MR. EDAVANATT S. PADMANABHA MENON (*Shertala I*): Will the Government be pleased to state:

(*a*) the extent of the local jurisdiction of the Alleppey Anchal Office;

(*b*) the number of delivery peons; and

(*c*) when the last clearance is at Alleppey for southward mail?

MR. T. C. THOMMEN (*Secretary to Government*): (*a*) South Ariyad and Chathanad on the north, Punnapra on the south, up to Iron Bridge on the west and Pallathuruthy on the east.

(*b*) 7

(*c*) 4·10 P. M.

Alleppey-Cochin Anchal Mail.

354. ✻MR. EDAVANATT S. PADMANABHA MENON (*Shertala I*): Will the Government be pleased to state:

(*a*) how the Anchal Mail is carried from Alleppey to Cochin State;

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Appendix VII.

Vide Answer to Question No. 350.

Copy of the agreement executed by Mr. L. A. Netto.

This indenture made the twenty-third day of January, One thousand nine hundred and twenty two between Dewan Bahadur T. Raghaviah Esqr., B. A., Dewan of Travancore acting for and on behalf of the Government of His Highness the Maharaja of Travancore (herein after called "the Government") of the one part and Mr. Lawrence Antony Netto of Port (Valiathurai) Trivandrum (hereinafter called "the Lessee") of the other part. Whereas the Lessee has applied to the Government for the grant to the Lessee of the lease of the right of collecting Shank shells from the territorial waters of Travancore for a period of twenty years. And whereas the Government have been pleased to grant the said application of the Lessee and have agreed to grant to the Lessee the right of collecting Shank shells from the territorial waters of Travancore for a period of twenty years from the seventeenth day of August One thousand nine hundred and eighteen corresponding to the first day of Chingom One thousand and ninety four subject to the terms, covenants, conditions and provisions hereinafter following. And whereas the Lessee has deposited with the Government the sum of Bh. Rs. Two hundred as security for the due and faithful performance by the Lessee of the covenants and agreements on the lessee's part herein contained such sum of British Rupees being the sum held by the Government to be liable to be forfeited on any failure of the due fulfilment of the covenants and agreements hereinafter set forth. NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed as follows —

1. That in consideration of the royalty and lessee's covenants hereinafter reserved the Government doth hereby demise unto the Lessee the right of collecting shank shells from the territorial waters of the State of Travancore for a period of twenty years commencing from the seventeenth day of August One thousand nine hundred and eighteen corresponding to the first day of Chingom One thousand and ninety-four.

2. That the lessee shall have liberty and power at all times during the term hereby granted to collect Shank shells from the said territorial waters of Travancore except in such areas thereof as may be interdicted by the Government from time to time by Notification in the Government Gazette and to export the same from Travancore or otherwise deal with them subject to the conditions and terms hereinafter appearing.

3. That in consideration of the rights and liberties hereby granted the Lessee shall purchase and set up the plant suggested by the Director of Industries, Travancore, for the time being and start Button making within one year of the date of this Indenture.

4. That the Lessee shall popularise button making as a cottage Industry by training six men selected and sent to his Button factory

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for the purpose every year for the period of his lease by the Director of Industries and pay them each a stipend of Rs. 3 per mensem.

5. That the Lessee shall exploit the Shank shell fisheries hereby demised to the satisfaction of the Director of Agriculture and Fisheries, Travancore.

6. That the Lessee shall pay to the Government a uniform royalty of ten per cent. of the market value, *viz.*, Rs. twenty five per thousand Shank shells collected by the Lessee whether they are to be exported or are to be used by the Lessee locally.

7. That the Shank shells collected by the Lessee shall on the Lessee's own expense and at his own risk be stored at the places determined and specified by the Director of Agriculture and Fisheries of the Government, who shall have full and absolute power in so determining and specifying the places where the Shank shells collected by the Lessee are to be stored and that the Lessee shall not be at liberty to store the shank shells collected by him at any place other than those determined and specified.

8. That the Lessee shall not be at liberty to remove the Shank shells collected and stored by him in the manner hereinabove contained until they have been examined and passed by a duly authorised officer of the Department of Agriculture and Fisheries and the royalty due thereon, *viz*, at the rate of Rs. 25 per thousand Shank shells has been remitted into a Government Treasury.

9. That the Lessee shall at the close of every three months report in writing to the said Director of Agriculture and Fisheries the number of shank shells stored and collected at each place during the preceding three months and the said Director of Agriculture and Fisheries shall thereupon arrange for the number of shank shells collected and stored being verified and checked either by himself or by the Inspector of Fisheries or by the Director of Fish Industries and the amount of money payable to the Government on account of such shank shells to be fixed and ascertained at the rate provided for in clause (6) herein *viz.*, Rs. Twenty five per one thousand shank shells.

10. That when the number of shank shells collected and stored at any place has been verified and the amount payable to the Government fixed as provided for in the immediately preceding clause the Lessee shall within a fortnight of the receipt of notice therefor in writing issued by the said Director of Agriculture and Fisheries pay to the nearest Government Treasury the amount due to the Government on account of the shank shells so collected and stored If, however, the Lessee fails or commits default in paying the amount within a period of two months from the due date thereof it shall be lawful to Government to take possession of the shank shells collected and stored and to dispose of them at the Lessee's risk in whatever manner it seems best to the Government.

11. That any dispute regarding the number of shank shells collected and stored as well as the amount of money payable to the Government

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on account thereof at the rate of Rs. Twenty five per thousand shank shells shall be settled by the Director of Agriculture and Fisheries whose decision in the matter shall be final.

12. That after payment of the amount due to the Government as aforesaid the lessee shall forward the chalan receipt therefor to the said Director of Agriculture and Fisheries and the lessee shall thereupon be entitled to obtain a pass in form No. 74 from the said Director of Agriculture and Fisheries for exporting the shank shells paid for through any Chowkey to be specified by the Lessee.

13. That when the Lessee exports the shank shells he shall deliver the pass to the Chowkey Officer.

14. That the Lessee shall during the continuance of the lease supply to the Director of Agriculture and Fisheries free of price such quantities of shank shells as may be called for and required by him for the purpose of experiment or investigation.

15. That nothing in these presents shall be deemed to authorise the Lessee to collect anything other than Shank shells nor does it confer on him any claim to such things if any when collected by him.

16. That the Government reserve to themselves the power to frame rules and to take necessary measures for the development of the shank Fisheries and for the investigation of the sea bottom. The Lessee shall be bound by such rules and measures.

17. That the Lessee shall not use any dredger or other apparatus of a like nature detrimental to Shank beds, for the purpose of fishing or for collecting Shanks.

18. That the Officer in charge of the Shank Fisheries shall have power to examine the shank beds, investigate the conditions of the shank fisheries and to inspect at any time the shanks collected by the Lessee

19. Provided always and it is hereby agreed that this grant is subject to the express condition that if the royalty hereby reserved or any part thereof shall at any time remain unpaid for fifteen days after the same shall have become payable (whether formally demanded or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants herein on his part contained, then in any such case it shall be lawful for the Government by notice in writing to determine the present lease and thereupon these presents and the rights and privileges hereby granted shall absolutely cease and determine but without prejudice to any right of action which shall have accrued to the Government in respect of any breach of any of the Lessee's covenants herein contained. If the lease is determined by default as herein stipulated the security deposit of Bh. Rs. Two hundred furnished by the Lessee shall be forfeited to Government.

20. That the Lessee shall not assign or underlet or otherwise alienate the rights, licenses and liberties hereby granted and demised or any part thereof.

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Appendix VII.—(*concld.*)

21. All sums payable to Government by the Lessee under this Indenture shall be treated as arrears of Public Revenue and shall be recoverable as such from the properties movable and immovable of the Lessee according to the provisions of law for the time being in force therefor.

IN WITNESS WHEREOF the parties of these presents have hereunto set their hands and seals the day and year first above mentioned.

Sd/. T. RAGHAVIAH,
Dewan.

Signed, sealed and delivered by the above named Dewan Bahadur T. Raghaviah, B. A., Dewan of Travancore, in the presence of

Sd/ 1. P. Viswanatha Iyer, Ag. Secretary to Government.

Sd/ 2. S. Narayanaswami Rao, Ag. Superintendent, Development Section.

Signed, sealed and delivered by the above named Lawrence Antony Netto, in the presence of

Sd/. L. A. NETTO,
23-1-22.

1. Sd/ V. Lakshmana Iyer, Clerk, office of the Director of Industries.
2. Sd/ M. Sreedharan Pillai, Head Clerk, office of the State Geologist.

(True copy)

Sd./ N. NILAKANTA PILLAI,
Secretary to Government

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Appendix VIII.

Vide Answer to Question No. 350

Statement showing the income derived on account of Royalty for collection of shank shells.

Year.	Amount of Royalty realised.		
	Rs.	Ch.	C.
1094	185	0	0
1095	360	0	0
1096	175	0	0
1097	195	0	0
1098	125	0	0
1099	220	0	0
1100	280	0	0
1101	385	0	0
1102	442	14	0
1103	612	14	0
1104	1125	0	0
1105	611	14	0
1106	50	0	0
10	25	0	0
1108	177	14	0
1109	175	0	0
1110	33	21	0
1111 up to 30-8-1111	593	21	0

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